

THIS AGREEMENT made and entered into this 23rd day of May, 1972, by and between the CITY OF JERSEY CITY hereinafter known and designated as the "CITY", and the members of the UNITED NURSES ORGANIZATION OF JERSEY CITY, hereinafter known and designated as the "UNO".

THIS BOOK DOES
NOT CIRCULATE

12-73
INTRODUCTORY STATEMENT

The within agreement is made to effectuate the policy of Chapter 303 of the 1968 Laws of New Jersey, R.S. Cum. Suppl. 34: 13A-1, et seq. (hereinafter "Ch. 303"), and to formalize agreements reached through negotiations conducted in good faith between the City and the UNO with respect to grievances and terms and conditions of employment.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the UNO to the end that continuous and efficient service will be rendered, this agreement is created.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

UNO RECOGNITION

Section 1. The City hereby recognizes the UNO as the sole and exclusive representative of all temporary and permanent employees who hold the title of Licensed Practical Nurse, Graduate Nurse-Public Health, Public Health Nurse, plus all variants, covered under this agreement for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

ARTICLE II

GRIEVANCE PROCEDURES

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the City and the UNO as quickly as possible, so as to insure efficiency and promote employees' morale.

A grievance is defined as any disagreement between the City and the employees, or the UNO, involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them.

A grievance shall be processed as follows:

1. It shall be discussed with the employee(s) involved and the UNO representatives with the immediate supervisor. The answer shall be made within three (3) working days by such immediate supervisor, to the UNO.

2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the UNO and submitted to the Director of Nurses, or her designee, and the answer to such grievance shall be made in writing, with a copy to the UNO, within five (5) working days of its submission.

3. If the grievance is not settled by Steps 1 and 2, then the UNO shall have the right to submit such grievance to the Director of Health & Welfare, or his designee. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) working days after submission.

4. If the grievance is not settled through Steps 1, 2 and 3, then the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

5. If the grievance is not settled by Steps 1, 2 and 3 and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the UNO shall have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the City and the UNO equally.

6. The UNO president, or his authorized representative, may report an impending grievance to the Director of Health and Welfare in an effort to forestall its occurrence.

Section 2. Since adequate grievance procedures are provided in this agreement, the UNO agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Department of Health and Welfare.

Section 3. Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

ARTICLE III

UNO NOTIFICATION

Section 1. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the UNO before they are established.

ARTICLE IV

SENIORITY

Section 1. Seniority shall prevail at all times in connection with vacation, assignments, sectional assignments, or holidays and transfers of service, and supervisory relief work, and request for leaves of absence.

Section 2. Seniority for all purposes is defined in accordance with Civil Service Rules and Law.

Section 3. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.

Section 4. Permanently appointed nurses have preference of assignments and those items discussed above over temporary appointees.

ARTICLE V

HOME VISITS

Section 1. Public Health Nurses are not to be expected to make home visits where the safety or welfare of the nurse is threatened.

Section 2. Public Health Nurses home visits will be restricted to necessary calls during days with inclement weather, storms, excessive heat or during civilian disturbances which might jeopardize the health and well-being of the nurse.

ARTICLE VI

DUES CHECK OFF

Section 1. The City agrees to deduct the monthly UNO membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the UNO,

and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2. Any written designation to terminate authorization for checkoff must be received in writing by the City and the UNO, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

Section 3. UNO to be notified of any new personnel and starting salary.

ARTICLE VII

HOURS OF DUTY

Section 1. The work week shall consist of 5 days beginning on Monday for employees.

Section 2. The City agrees to notify the UNO of all newly hired employees; their starting salary, address, section, and termination date of nurses separation.

Section 3. Public Health Nurse's Hours of Duty:

8:15-3:15 P.M., 8:30-3:30 P.M., 9-4 P.M.

The above schedule will be adhered to except in special situations requested by individual nurses to alter the working schedule for the convenience of the nurse, provided the best interest of both nurse and Department of Health and Welfare is served.

ARTICLE VIII

TEMPORARY STATUS

Section 1. The UNO and the City recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees.

To alleviate this inequity the City agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this agreement to the shortest possible amount of time.

ARTICLE IX

NEWLY CREATED POSITIONS

Section 1. If in the opinion of the City, an open position demands additional qualifications than those set by Civil Service, the City agrees to submit to the UNO the additional criteria for comment prior to submitting same to the N. J. Department of Civil Service for approval.

Section 2. In the event that there is a new opening or a vacancy in a position that presently exists, or if a new position is hereinafter established, there shall be posted in a conspicuous place in the clock room precisely where the new opening or vacancy exists or precisely what the new position is, and in every event the qualifications necessary to fill such a position.

The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply.

Section 3. In the case of multiple applications the nurse with the most seniority shall have first preference--all other things being equal.

Section 4. Positions shall be posted three (3) weeks prior to recruitment.

ARTICLE X

TEMPORARY ASSIGNMENTS

Section 1. Nurses are to be assigned wherever practicable to their sectional choice.

Section 2. Transfer of service may be temporarily done in emergency cases only. In any event no nurse will be temporarily assigned to a new station for more than one week in any two pay periods.

ARTICLE XI

PENSION AND RETIREMENT

Section 1. Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinances.

Section 2. Terminal leave. Nurses who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four calendar days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed to the retiring nurse.

ARTICLE XII

INSURANCE

Section 1. Malpractice insurance in the amount of \$1,000,000/\$3,000,000 shall be supplied by the City at no expense to the nurses.

Section 2. The City shall supply to nurses all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against nurses for such claims.

Section 3. Hospitalization. The nurses shall receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical, to cover themselves and their dependents.

Section 4. Life Insurance. The City will provide for Life Insurance in the amount of \$2,500 and Accidental Death and Dismemberment Insurance in the amount of \$2,500 for each nurse.

ARTICLE XIII

UNION PRIVILEGES

Section 1. A maximum of three (3) nurses, selected by the UNO, shall be permitted to attend the seminars, workshops, conventions, etc. for a period of time not to exceed three (3) days each with straight time pay only if absent during the normal scheduled working time. The total amount of days for the combined number of nurses shall not exceed nine (9) for the year.

BULLETIN BOARD

Section 1. The City shall permit the installation of bulletin board at the expense of the UNO, but the Director shall determine the exact locations, sizes and number of the boards to be installed.

Section 2. Representatives of the UNO shall have the right to post on the UNO bulletin board material dealing with the proper and legitimate business of the UNO at any time.

ARTICLE XV

RATES OF PAY--WAGES

<u>L. P. N., PUBLIC HEALTH:</u>	<u>YEAR</u>	<u>1972 AMOUNT</u>	<u>1973 AMOUNT</u>
	1 - 3	\$ 7,270	\$ 7,633
	4 - 6	\$ 7,507	\$ 7,882
	7 - 9	\$ 7,745	\$ 8,132
	10 - 19	\$ 7,982	\$ 8,381
	20 & over	\$ 8,220	\$ 8,631
<u>GRADUATE NURSE:</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
	1 - 3	\$ 9,256	\$ 9,719
	4 - 6	\$ 9,572	\$10,051
	7 - 9	\$ 9,889	\$10,383
	10 - 19	\$10,205	\$10,715
	20 & over	\$10,522	\$11,048
<u>PUBLIC HEALTH NURSE:</u>	1 - 3	\$ 9,704	\$10,189
	4 - 6	\$10,020	\$10,521
	7 - 9	\$10,337	\$10,854
	10 - 19	\$10,653	\$11,187
	20 & over	\$10,970	\$11,519
Degree differential for B.S. or B.A.:		\$500.00	
Uniform allowance:		\$300.00	
For those nurses assigned to schools.		\$100.00	
<u>LONGEVITY:</u>	<u>YEAR</u>	<u>AMOUNT</u>	
	5	\$200.00	
	10	\$400.00	
	15	\$600.00	
	20	\$800.00	

Section 1. Employees shall receive a 5% increase in salary for the year 1973. If salaries are increased by more than 5% in comparable positions at the Jersey City Medical Center in 1973, the same increase will be given to the Public Health Nurses as given at the Medical Center.

ARTICLE XVI

OVERTIME

Section 1. Employees working overtime Sundays shall be compensated two times hourly rate. Employees who work in excess of the normal 35 hour work week shall be compensated on the basis of 1½ times the hourly rate. No compensatory time will be given for overtime work.

Section 2. Overtime work shall be first offered to regularly employed nurses in the section where overtime arises.

Section 3. Overtime work shall be distributed equally within title whenever practicable. Records shall be kept by the Nursing Service Section and may be reviewed by the UNO at reasonable times.

Section 4. Overtime work, except in emergency, shall be voluntary and there shall be no determination against any employee who refuses to work overtime.

Section 5. Overtime work shall be restricted to definite, necessary cases requiring treatment on those specific days, weekends and holidays.

Section 6. The nurse shall be guaranteed a minimum of four hours work on Saturdays, Sundays and Holidays, regardless of the time worked, at the overtime rate of pay as set forth in this Article.

Section 7. Nurses working on any of the holidays set forth in this Agreement shall receive as overtime pay two and one-half times the daily rate of pay.

Section 8. In the event a nurse is called in, she shall be guaranteed four hours of overtime at the overtime rate of pay as set forth in this Article.

Section 9. For the purposes of computing overtime, a full hours pay at overtime rates will be granted for work after 30 minutes of the overtime hour.

ARTICLE XVII

TUITION REIMBURSEMENT

Section 1. The UNO agrees to designate two people, and the City agrees to designate two people, who shall constitute a tuition reimbursement committee which committee shall be charged with the responsibility of establishing equitable criteria for the administration of the program.

ARTICLE XVIII

MEAL PERIODS

Section 1. All employees shall be granted a lunch period of one hour during each working shift. The meal period for employees in Parochial Schools shall be consistent with school policy.

ARTICLE XIX

HOLIDAYS

Section 1. The following 12 days shall be recognized as paid holidays and shall be granted unless the employee works on the holiday.

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election (November)
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

A holiday that falls on Saturday shall be celebrated on the previous Friday.

A holiday that falls on Sunday shall be celebrated on the following Monday.

ARTICLE XX

VACATION

Section 1. All nurses shall receive vacation allowance as follows:

Up to the end of the 1st calendar year of service	- 1½ working days for each month
1 through 4 years of service	- 20 working days for each year
5 through 14 years of service	- 25 working days for each year
15 years and over	- 30 working days for each year

Section 2. Vacation time not granted by the appointing authorities shall accumulate for the next succeeding year only.

Section 3. Nurses who are laid off or retire shall use all accumulated days prior to the effective day of lay-off or retirement.

Section 4. All nurses, if they so desire, shall be entitled to 10 working days during the summer period - June 15 - September 15.

Section 5. Vacations shall be pro-rated in the retirement year with a minimum of 10 working days. If the nurse retires after July 1, she will receive full vacation allowance.

ARTICLE XXI

SICK LEAVE

Section 1. All employees covered by this agreement shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to the end of 1st calendar year	1 working day for each month
Each calendar year thereafter	15 working days

Section 2. Sick days not taken by employees in any year shall accumulate from year to year.

ARTICLE XXII

LEAVE OF ABSENCE

Section 1. Leave of absence with pay shall be granted as follows:

(a) A death in the employee's family shall not be charged against his accrued sick leave or compensatory time. Time off shall be given from the day of death until the day after the funeral, not to exceed five days. Immediate family shall be defined as follows: Mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents and grandchildren.

(b) If the employee is directed by the Director of Health and Welfare to attend school or take courses to increase professional proficiency.

(c) Injured in line of duty, pursuant to Civil Service laws, Workmen's Compensation laws and other applicable State law and local regulations.

Section 2. Leave of absence without pay may be granted for good cause to any permanent employee in accordance with Civil Service rules and law. Said leave may not be arbitrarily or unreasonably withheld.

Section 3. Any employee called in the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

When any military compensation of any employee (covered by this agreement) is less than his salary, the additional amount is to be provided by the City, as per city resolution.

ARTICLE XXIII

MANAGEMENT RIGHTS

Section 1. The City hereby retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer (as defined in Article X Section 2 in this contract), discipline or discharge employees for just cause.

Section 2. Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State law and all rights enumerated herein.

ARTICLE XXIV

UNO RIGHTS

Section 1. Authorized representatives of the UNO, not to exceed three (3), shall be permitted to visit schools, Child Health Clinics, and Visiting Nurse Stations, and the Supervisor's and Director of P. H. Nurses Office during their lunch periods or other free time, for the purpose of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the supervisor or substitute. The UNO representative shall not impede working area operations.

Section 2. The President of the UNO shall be granted time off from her Public Health Nurse duties for UNO business. The granting of time off shall not be arbitrarily denied as long as the Health Division operations are not impeded.

When on UNO business, the President shall be required to notify her superiors where she can be located during working hours.

The above language is to allow the President of the UNO to continue to perform her duties in accordance with present policy.

Section 3. Members of the UNO shall have the right, within the confines of reasonableness, to discuss UNO business with another member during the work day.

Section 4. The UNO shall be notified by Department Officials of all new health programs being instituted in the community and Department of Health.

ARTICLE XXV

SAVING CLAUSE

Section 1. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof.

ARTICLE XXVI

DISCIPLINARY ACTION

Section 1. Disciplinary action shall be limited to:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

Section 2. If the employer feels there is a just cause to transfer, or discharge a nurse for disciplinary reasons, the nurse and the UNO will be notified in writing as to the cause.

ARTICLE XXVII

TRAVELING EXPENSES

Nurses will be compensated for traveling expenses incurred during the work day.

ARTICLE XXVIII

PROFESSIONAL ADMINISTRATION LEAVE

Section 1. All nurses in the bargaining unit shall receive two (2) days Administrative Leave with pay (Personal Days).

ARTICLE XXIX

SAFETY AND HEALTH

Section 1. The employer shall at all times maintain safe and healthful working conditions.

ARTICLE XXX

EMERGENCY DEFINED

Section 1. Emergency shall mean a situation that neither the employer nor the employee has control over, i.e., an Act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

ARTICLE XXXI

STORAGE OF NURSE'S POSSESSIONS

Section 1. The employer shall make every effort to see that a nurse is supplied with a locker to store her possessions during her tour of duty.

ARTICLE XXXII

POLICY RECOMMENDATIONS

Section 1. The UNO may recommend or suggest changes in the Department of Health and Welfare policies and decisions affecting the welfare of patients and nurses alike.

ARTICLE XXXIII

IN-SERVICE PROGRAMS

Section 1. The UNO may recommend changes in, additions to or deletions from in-service programs.

ARTICLE XXXIV

CHANGES, SUPPLEMENTS, OR ALTERATIONS

Section 1. Any provision of this agreement may be changed, supplemented, or altered, provided both parties mutually agree.

Section 2. The benefits provided for in this agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits will also accrue to those employees hired after the date of signing this document.

ARTICLE XXXV

DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of January 1, 1972 and shall expire on December 31, 1973 except as qualified in Section 1 Article XV in this contract.

Both parties agree to commence negotiations for the year 1974 on or about September, 1973.

ARTICLE XXXVI

APPLICABLE LAWS

Section 1. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

CITY OF JERSEY CITY

BY: 

PETER A. KORN
BUSINESS ADMINISTRATOR

ATTEST:


THOMAS F. X. SMITH
CITY CLERK

UNITED NURSES ORGANIZATION

BY: 

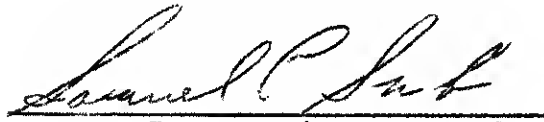
PRESIDENT

ATTEST:


Katherine Pungge
SECRETARY


PERSONNEL DIRECTOR

APPROVED AS TO LEGAL FORM


Corporation Counsel